SOLICITATION/CONT OFFEROR TO COM				1. REQUISI	ITION NU	JMBER			PAGE	1 OF	
2. CONTRACT NO.	3. AWARD/EFFECTIV DATE			5. SOLICIT	ATION N	NUMBER				LICITATIO	N ISSUE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME			b. TELEPHO	ONE NUI	MBER (No o	collec	ct		FER DUE I CAL TIME	
9. ISSUED BY	CODI	E	10. THIS ACQUISI	TON IS							
			UNRESTRICT	ED OR		ASIDE:		<u> </u>	EME	rging sn Iness	1 ALL
			NAICS: SIZE STANDARD):		HUBZONE S BUSINESS SERVICE-DI DWNED SM	SAB	LED VE		N- 8	(A)
11. DELIVERY FOR FOB DESTINA TION UNLESS BLOCK IS MARKED	- 12. DISCOUNT TERM	1S		ORDER UND	A ER 1	3b. RATING		SOLIC	ITATIO	ON	
SEE SCHEDULE			DPAS (1	15 CFR 700)		RFQ		IFB		RF	Р
15. DELIVER TO	CODI	E	16. ADMINISTERE	D BY			-	(CODE		
17a. CONTRACTOR/ OFFEROR CODE	FACIL CODE		18a. PAYMENT W	ILL BE MAD	E BY			(CODE		
TELEPHONE NO. 17b. CHECK IF REMITTANCE OFFER		SUCH ADDRESS IN	18b. SUBMIT INV BELOW IS C	CHECKED	SEE	S SHOWN I ADDENDU	M		8a UN		
19. ITEM NO.	20. SCHEDULE OF SUPPI	LIES/SERVICES	QL	21. JANTITY	22. UNIT	UNI	23. T PF			AMO	
(Use Rev	erse and/or Attach Addit	ional Sheets as Neces	sary)		26. TOI	AL AWARI) AN	MOLINIT	(For (Govt Use	Ophyl
							1 1				
27a. SOLICITATION INCORPORATE 27b. CONTRACT/PURCHASE ORDE						ENDA		ARE ARE	=	NOT ATTA	
28. CONTRACTOR IS REQUI				O. AWARD O							_OFFER
DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:											
30a. SIGNATURE OF OFFEROR/CO	DNTRACTOR		31a. UNITED STA	TES OF AME	RICA (S	IGNATURE	OF (CONTR	ACTIN	IG OFFICE	R)
30b. NAME AND TITLE OF SIGNED	R (Type or print)	30c. DATE SIGNED	31b. NAME OF CC	ONTRACTING	G OFFICE	ER (Type or	prin	t)	3	1c. DATE	SIGNED

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

	SECTION B	DOTTELED OR		D TRICES, CC	
		DSR #103	OF PRICES 3-05-142K Bayou		
Item No.	Supplies/Services	Qty.	Unit	Unit Price	Amount
1.	Debris Removal	1	Job	Lump Sum	\$
			TOTAL PR	ICE:	\$

AWARD RESTRICTION (AUG 1987 NRCS, AMB) One award for the aggregate of all Items will be made under this solicitation.

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 AGAR 452.211-72 STATEMENT OF WORK/SPECIFICATIONS (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section ${\tt J}$.

C.2 AGAR 452.211-73 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

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SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER TITLE DATE

52.246-4 INSPECTION OF SERVICES-FIXED-PRICE AUG 1996

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far/

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER TITLE DATE

52.211-11 Liquidated Damages-Supplies, Services, Or Research and Development SEPT 2000

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$300.00 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without fault or negligence of the Contractor as defined in the Default-Fixed Price Supply and Service clause in this contract.

F.2 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is thirty six (36) calendar days from the day following the Contractor's receipt of notice of contract award.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCSAR 41-52.232-70 DESIGNATED PAYMENT OFFICE CONTACT POINT (NRCS, AMB, AUG 1989)

The contact point described below coordinates the issuance of payments under this contract. If payment is not received within 5 days after the due date specified in the contract, contact the payment office designated below for information on when payment will be made.

Patti D. Woods USDA-Natural Resources Conservation Service 3737 Government Street Alexandria, LA 71302

Telephone: (318) 473-7645

If questions arise on the amount paid, contact the Contracting Officer at the number or address shown in the contract.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

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PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): http://www.arnet.gov/far/

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

	NUMBER	TITLE	DATI	Ξ
**	52.202-1 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,		2004 1995
	52.219-6	OR PROPOSED FOR DEBARMENT NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN	2003
****	52.222-1	NOTICE TO THE GOVERNMENT	FEB	1997
	52.222-3	OF LABOR DISPUTES CONVICT LABOR	JUN	2003
*		PROHIBITION OF SEGREGATED FACILITIES		
*	52.222-26		APR	2002
**	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC	2001
*	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN	1998
**	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC	2001
	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY	1989
****	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG	2003
***	52.223-6	DRUG FREE WORKPLACE	MAY	2001
	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN		
	52.232-1	PAYMENTS DISCOUNTS FOR PROMPT PAYMENT EXTRAS ASSIGNMENT OF CLAIMS	APR	1984
	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB	2002
	52.232-11	EXTRAS	APR	1984
	52.232-23	ASSIGNMENT OF CLAIMS	JAN	1986

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I.1(Continued)

52.	232-25	PROM	PT PAYMENT	OCT	2003
52.2	232-33	PAYME	ENT BY ELECTRONIC FUNDS	OCT	2003
		TRANS	FERCENTRAL CONTRACTOR		
		REGIS	TRATION		
52.2	33-1	DISP	UTES	JUL	2002
		ALTER	NATE I	DEC	1991
52.2	233-3	PROTE	ST AFTER AWARD	AUG	1996
52.2	236-7	PERMI	TS AND RESPONSIBILITIES	NOV	1991
52.2	243-1	CHANC	SES - FIXED-PRICE	AUG	1987
		Alter	rnate I (APR 1984)		
52.2	249-1	TERMI	NATION FOR CONVENIENCE OF	APR	1984
			GOVERNMENT (FIXED PRICE) (SHORT	- ,	
52.2	249-8	DEFAU	JLT (FIXED PRICE SUPPLY	APR	1984
			SERVICE		
52.2	253-1	COMPU	TER GENERATED FORMS	JAN	1991
			contract award exceeds \$10,000		
			contract award exceeds \$25,000		
			contract is awarded to an indi		
			Emergency Watershed Protection		
****	Applicabl	Le whe	n performance is on a Federal	Facil	ity)

I.2 52.204-7 Central Contractor Registration

Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

[&]quot;Registered in the CCR database" means that-

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I.2 (Continued)

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

An offeror may obtain a DUNS number-

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.

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I.2 (Continued)

- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (c) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (d) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
 - (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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I.2 (Continued)

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (f) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

Alternate I (Oct 2003). As prescribed in 4.1104, substitute the following paragraph (b) for paragraph (b) of the basic clause:

(b)

- (1) The Contractor shall be registered in the CCR database by ------[Contracting Officer shall insert a date no later than December 31, 2003]. The Contractor shall maintain registration during performance and through final payment of this contract.
- (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of Solicitation/Modification of Contract, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

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I.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee class	Monetary Wage	Fringe Benefits
Faller	\$25.39	\$6.09
Heavy Equipment Op.	\$13.86	\$3.33
Truck Driver	\$13.86	\$3.33
Laborer	\$11.03	\$2.65

I.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)

- (a) Definitions. As used in this clause-
 - "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
 - "Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:
 - (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212(a)).

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I.4 (Continued)

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)(E.O. 13201) (flow down required in accordance with paragraph (g) of FAR clause 52.222-39).
- (vi) 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (FEB 2006)(46 U.S.C. App 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

- (1) Service Contract Act Wage Decision No. 80-0614
- (2) Specifications
- (3) Drawings/Maps
- (4) NRCS OSHA Supplement

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PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 - Annual Representations and Certifications.

Annual Representations and Certifications (Jan 2006)

- (a) (1) The North American Industry classification System (NAICS) code for this acquisition is 562119.
- (2) The small business size standard is \$10.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
 - (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - [] (i) Paragraph (c) applies.
 - [] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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K.1 (Continued)

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

(Activity): Contract Section

(Complete Address): USDA-NRCS

3737 Government St. Alexandria, LA 71302

(Telephone Number): (318) 473-7645 (Person to be contacted): Patti D. Woods

(Time(s) for viewing): 8:00 AM until 4:30 PM local time

L.2 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.3 PREPARATION OF QUOTATION (NRCS, LA, DEC 2002)

In order to receive complete consideration for award of a contract, prospective contractors are requested to submit quotations consisting of the following:

- -- Completed STANDARD FORM 1449 (1 signed copy fax acceptable)
- -- Completed SECTION B, THE SCHEDULE
- -- Completed SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
- -- Completed Section M Evaluation Factors
 Submit with your quote three references with telephone
 numbers for past performance of work of a similar nature

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NRCSAR 4I-52.214-1 AWARD RESTRICTION (NRCS, AMB, AUG 1987)

One award for the aggregate of all ITEMS will be made under this solicitation.

Award will be based upon the following factors with past performance equal in value to price:

Price

Past Performance